

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Dan T. Matthys **CONTACT:** Annie Knight **EXT.** 7364

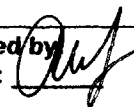

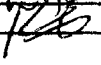
Agenda Date 06/14/2005 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

BACKGROUND:

The attached clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to repair their home in Seminole County. These clients have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens. Repayments totaling \$29,514.64 have been made to the Housing Trust Fund.

Reviewed by:	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No. – <u>cpdc01</u>	

The following is a list of clients that have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage.

<u>Name</u>	<u>Parcel I.D. Number</u>
1. Erica D. Haire	10-21-29-521-0300-0440
2. Luis & Ninfa Vazquez	34-20-30-534-0000-0140
3. Suzanne L. Bagley	08-21-30-508-0G00-0070
4. Joseph E. Nedley	10-20-30-503-0400-0540
5. Marc L. Mitchell, Jr. & Michelle R. Mitchell	27-21-31-516-0000-0250
6. Charles & Diann Lowery	32-19-31-514-0000-0860
7. Robert Black, Jr.	31-19-31-524-0800-0100
8. Cynthia D. Lucie	36-19-30-539-0000-1140

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 28, 2000, and recorded in Official Records Book 3982, Pages 0293 through and including 0297, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Note"), dated December 28, 2000, and recorded in the Official Records Book 3982, Pages 0298 through and including 0300, Public Records of Seminole County, Florida, which encumbered the property located at 605 Youngstown Parkway, #44, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

UNIT 44, BUILDING 3, HIDDEN SPRINGS CONDOMINIUMS, ACCORDING TO THE DECLARATION OF CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 1594, PAGES 668 ET SEQ., OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND ALL AMENDMENTS THERETO, TOGETHER WILL ALL APPURTENANCES THERETO AND AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID CONDOMINIUM AS SET FORTH IN THE DECLARATION

and further described as depicted on Exhibit "A" hereto.

Parcel Identification Number: 10-21-29-521-0300-0440

(the "Property,") were made by Erica D. Haire, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has sold the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 30, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
4/7/05 Satisfaction-Erica Haire

EXHIBIT "A"
LEGAL DESCRIPTION
Schedule A

Condominium Unit 44, Building 3, of HIDDEN SPRINGS CONDOMINIUMS, according to the Declaration of Condominium recorded on November 18, 1984 in Official Records Book 1594, Pages 468 through 795, and amended by first amendment thereto recorded on March 18, 1985 in Official Records Book 1623, Pages 471 through 484, further amended by amendments thereto recorded February 10, 1986, in Official Records Book 1709, Pages 77 through 87; Official Records Book 1711, Pages 966 through 974; Official Records Book 1711, Pages 978 through 985; Official Records Book 1742, Pages 20 through 30; Official Records Book 1768, Page 281; Official Records Book 1780, Page 1018; Official Records Book 1826, Page 224; Official Records Book 1838, Page 1677; Official Records Book 1848, Page 1010; Official Records Book 1863, Page 106; Official Records Book 1958, Page 1634; Official Records Book 1994, Page 1028; Official Records Book 2017, Page 1178; Official Records Book 2029, Page 116; Official Records Book 2130, Page 531; Official Records Book 2236, Page 1602; Official Records Book 2321, Page 1649; Official Records Book 2323, Page 825; Official Records Book 2341, Page 1493; Official Records Book 2383, Page 946; Official Records Book 2379, Page 805; Official Records Book 2407, Page 175, of the Public Records of Seminole County, Florida, together with all appurtenances thereto and an undivided interest in the common elements of said condominium as set forth in said Declaration.

OFFICIAL RECORDS
BOOK 3982 PAGE 0297
SEMINOLE COUNTY

File No: WP62387

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506																																													
GENERAL Parcel Id: 10-21-29-521-0300-0440 Tax District: A1-ALTAMONTE Owner: HAIRE ERICA D Exemptions: 00-HOMESTEAD Address: 85 AMBER RIDGE CT City,State,ZipCode: SANFORD FL 32771 Property Address: 605 YOUNGSTOWN PKWY # 44 ALTAMONTE SPRINGS 32714 Subdivision Name: HIDDEN SPRINGS CONDO Dor: 04-CONDOMINIUM		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$64,881 Depreciated EXFT Value: \$0 Land Value (Market): \$0 Land Value Ag: \$0 Just/Market Value: \$64,881 Assessed Value (SOH): \$52,480 Exempt Value: \$25,000 Taxable Value: \$27,480 Tax Estimator																																											
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>12/2000</td> <td>03982</td> <td>0280</td> <td>\$56,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1997</td> <td>03247</td> <td>0696</td> <td>\$49,300</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1987</td> <td>01859</td> <td>1612</td> <td>\$51,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1985</td> <td>01651</td> <td>0478</td> <td>\$49,900</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	12/2000	03982	0280	\$56,000	Improved	WARRANTY DEED	05/1997	03247	0696	\$49,300	Improved	WARRANTY DEED	06/1987	01859	1612	\$51,500	Improved	WARRANTY DEED	06/1985	01651	0478	\$49,900	Improved	2004 VALUE SUMMARY Tax Amount(without SOH): \$663 2004 Tax Bill Amount: \$511 Save Our Homes (SOH) Savings: \$152 2004 Taxable Value: \$25,951 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS													
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																													



THOROUGHBRED TITLE II, LLC

ESCROW TRUST ACCOUNT
995 NORTH STATE ROAD 434, SUITE 210
ALTAMONTE SPRINGS, FL 32714
407-682-5961

AMSOUTH BANK
THE RELATIONSHIP PEOPLE
63-466/631

4444

3/30/2005

PAY TO THE ORDER OF SHIP

\$ **5,000.00

Five Thousand and 00/100*****

DOLLARS

SHIP

Erica D. Haire

MEMO: R-0236 Rivera/Haire

Carolyn Middleton

⑈004444⑈ ⑆063104668⑆ 0045808872⑈

THOROUGHBRED TITLE II, LLC
ESCROW TRUST ACCOUNT
SHIP

3/30/2005

4444

5,000.00

Rivera/Haire

R-0236 Rivera/Haire

5,000.00

57/5.00

Seminole County Homeownership
Assistance Program
Second Mortgage Deed

SEMINOLE COUNTY

3982 0293

OFFICIAL RECORDS
PAGE

THIS SECOND MORTGAGE DEED is hereby made and entered into the 28th day of December 2000 by and between Erica D. Haire, a single person. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$5,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.165(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
B.H.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
230 N. WESTMONTA DR., STE#1024
ALTAMONTE SPRING, FL 32714

MARSHALL ROSE
CLERK OF CIRCUIT COURT

634717

RECORDED & VERIFIED
00 DEC 29 PM 1:55

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit.

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

OFFICIAL RECORDS
FILE
3982 0294
SUNBELT CO., FL

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Five Thousand Dollars and 00/100 (\$5,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

9982 0295

OFFICIAL RECORDS

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Print Name: JUDY S. GALT

Print Name: JUDY S. GALT

Print Name:

Print Name:

Print Name: Erlon D. Haire

Print Name: Erlon D. Haire

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 28th day of December, 1998
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Erica D. Haire
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced Driver's License as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



William M. Henthold
Name:
Notary Public
Serial Number
Commission Expires:

3982 0296

OFFICIAL RECORDS
PAGE

EXHIBIT "A"
LEGAL DESCRIPTION
Schedule A

Condominium Unit 44, Building 3, of HIDDEN SPRINGS CONDOMINIUMS, according to the Declaration of Condominium recorded on November 18, 1984 in Official Records Book 1594, Pages 668 through 795, and amended by first amendment thereto recorded on March 18, 1985 in Official Records Book 1623, Pages 471 through 484, further amended by amendments thereto recorded February 10, 1986, in Official Records Book 1709, Pages 77 through 87; Official Records Book 1711, Pages 966 through 974; Official Records Book 1711, Pages 978 through 985; Official Records Book 1742, Pages 20 through 30; Official Records Book 1768, Page 281; Official Records Book 1780, Page 1018; Official Records Book 1826, Page 224; Official Records Book 1838, Page 1677; Official Records Book 1848, Page 1010; Official Records Book 1863, Page 306; Official Records Book 1958, Page 1634; Official Records Book 1994, Page 1028; Official Records Book 2017, Page 1178; Official Records Book 2029, Page 116; Official Records Book 2130, Page 531; Official Records Book 2236, Page 1602; Official Records Book 2321, Page 1649; Official Records Book 2323, Page 828; Official Records Book 2341, Page 1493; Official Records Book 2353, Page 946; Official Records Book 2379, Page 805; Official Records Book 2407, Page 175, of the Public Records of Seminole County, Florida, together with all appurtenances thereto and an undivided interest in the common elements of said condominium as set forth in said Declaration.

OFFICIAL RECORDS
BOOK 3982 PAGE 0297
SEMINOLE COUNTY

File No: W08007

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$5,000.00

OFFICIAL RECORDS
BOOK
PAGE
3982 0298
SEMINOLE CO., FL

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Five Thousand Dollars & 00/100 (\$5,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
220 N. WESTMONTE DR., STE#1974
ALTAMONTE SPRS, FL 32714

SEMINOLE CO. FL

3982 0299

OFFICIAL RECORDS

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

1982 0300

OFFICIAL RECORDS

SEMI-FL

[Signature]
Print Name: Erica D. Haire

[Signature]
Print Name: Erica D. Haire
605 Youngstown Pkwy #44
Altamonte Springs, Florida 32714

[Signature]
Print Name: [Signature]

Print Name: _____

Print Name: _____

Print Name: _____

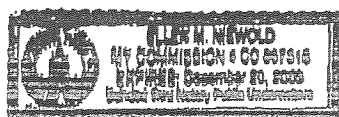
Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 28th day of December, 1982 2000 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Erica D. Haire and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Driver's License as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



[Signature]
Name: _____
Notary Public
Serial Number _____
Commission Expires: _____

EXHIBIT "A"

Schedule A

Condominium Unit 44, Building 3, of HIDDEN SPRINGS CONDOMINIUMS, according to the Declaration of Condominium recorded on November 18, 1984 in Official Records Book 1594, Pages 668 through 795, and amended by first amendment thereto recorded on March 18, 1985 in Official Records Book 1623, Pages 471 through 484, further amended by amendments thereto recorded February 10, 1986, in Official Records Book 1709, Pages 77 through 87, Official Records Book 1711, Pages 966 through 974, Official Records Book 1711, Pages 978 through 985, Official Records Book 1742, Pages 20 through 30, Official Records Book 1768, Page 281, Official Records Book 1780, Page 1018, Official Records Book 1826, Page 224, Official Records Book 1838, Page 1677, Official Records Book 1848, Page 1010, Official Records Book 1883, Page 308, Official Records Book 1958, Page 1634, Official Records Book 1994, Page 1028, Official Records Book 2017, Page 1178, Official Records Book 2029, Page 116, Official Records Book 2130, Page 831, Official Records Book 2236, Page 1602, Official Records Book 2321, Page 1649, Official Records Book 2323, Page 828, Official Records Book 2341, Page 1693, Official Records Book 2383, Page 946, Official Records Book 2379, Page 808, Official Records Book 2407, Page 178, of the Public Records of Seminole County, Florida, together with all appurtenances thereto and an undivided interest in the common elements of said condominium as set forth in said Declaration.

OFFICIAL RECORDS
BOOK 3982
PAGE 0301
SEMINOLE CO. FL

File No: WP62187

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 13, 2004, and recorded in Official Records Book 05252, Pages 1079 through and including 1083, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated February 13, 2004, and recorded in the Official Records Book 05252, Pages 1084 through and including 1087, Public Records of Seminole County, Florida, which encumbered the 325 San Gabriel Street, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 14, DEERSONG, ACCORDING TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 45, PAGE 17 OF THE PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA

Parcel Identification Number: 34-20-30-534-0000-0140

(the "Property,") were made by **Luis Vazquez and Ninfa Vazquez**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have sold the Property within the five (5) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 30, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
4/7/05
Satisfaction-Luis & Ninfa Vazquez

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508																																																											
GENERAL Parcel Id: 34-20-30-534-0000-0140 Tax District: W1-WINTER SPRINGS Owner: VAZQUEZ LUIS F & NINFA Exemptions: Address: 325 SAN GABRIEL ST City,State,ZipCode: WINTER SPRINGS FL 32708 Property Address: 325 SAN GABRIEL ST WINTER SPRINGS 32708 Subdivision Name: DEERSONG Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$75,181 Depreciated EXFT Value: \$0 Land Value (Market): \$15,000 Land Value Ag: \$0 Just/Market Value: \$90,181 Assessed Value (SOH): \$90,181 Exempt Value: \$0 Taxable Value: \$90,181 Tax Estimator																																																									
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>02/2004</td> <td>05252</td> <td>1058</td> <td>\$103,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/2003</td> <td>04859</td> <td>0197</td> <td>\$90,900</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>04/2000</td> <td>03834</td> <td>0619</td> <td>\$67,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>09/1993</td> <td>02639</td> <td>0930</td> <td>\$28,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1992</td> <td>02433</td> <td>0360</td> <td>\$55,900</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	02/2004	05252	1058	\$103,000	Improved	WARRANTY DEED	05/2003	04859	0197	\$90,900	Improved	WARRANTY DEED	04/2000	03834	0619	\$67,000	Improved	QUIT CLAIM DEED	09/1993	02639	0930	\$28,000	Improved	WARRANTY DEED	05/1992	02433	0360	\$55,900	Improved	2004 VALUE SUMMARY 2004 Tax Bill Amount: \$1,074 2004 Taxable Value: \$57,430 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																					
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																											

TITLECORP OF FLORIDA, LLC
ESCROW ACCOUNT

Check Number: 23855
Date: 03/30/05
File ID/Number: 5C02103
Client/ Matter: ZAMARRIEGO,CLAUDIA
Ledger Comment:
Responsible Party: CARMEN

TAC: TCOF-LLC

23855

Pay To: SEMINOLE COUNTY COMMUNITY DEVELOPMENT
Check Amount: \$ 10,000.00
Memo: Payoff of second Mortgage



ESCROW ACCOUNT
355 S. RONALD REAGAN BLVD. • LONGWOOD, FL 32750
PHONE: 407-629-7070



63-4/630

NUMBER

23855

5C02103

Payoff of second Mortgage

--Ten Thousand and 00/100--

DATE

AMOUNT Dollars

March 30, 2005

\$ *****10,000.00

PAY
TO THE
ORDER
OF

SEMINOLE COUNTY COMMUNITY DEVELOPMENT
SHIP PAYOFF- 1101 EAST 1ST, STE 3301
SANFORD, FL 32771

MP

⑆063000047⑆ 003443805584⑈

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05252 PGS 1079-1087
CLERK'S # 2004050640
RECORDED 04/06/2004 05:15:36 AM
RECORDING FEES 42.00
RECORDED BY S D'Kelley

This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

4075214
RETURN TO:
Fidelity National Title
3452 Lake Lynda Drive, Suite T75
Orlando, FL 32817

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

This Mortgage is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2003)

SEMINOLE COUNTY
HOME OWNERSHIP ASSISTANCE PROGRAM
SECOND MORTGAGE DEED

THIS MORTGAGE DEED is made and entered into this 13th day of February, 2004, by Luis Vazquez and Ninfa Vazquez, husband and wife (the "MORTGAGORS") whose current address is 101 E. Altamonte Drive, Apt. 1714, Altamonte Springs, Florida 32701, in favor of Seminole County, a political subdivision of the State of Florida, (the "MORTGAGEE") whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771.

W I T N E S S E T H:

16
1. That for good and valuable consideration and in particular the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) through the issuance of that certain SHIP Program Second Mortgage Promissory Note in that amount and of even date herewith, attached hereto as Exhibit "A" (the "Second Mortgage Note") the MORTGAGORS hereby grant, bargain, sell, promise, convey, and confirm unto the MORTGAGEE all of the MORTGAGORS' interest in that certain parcel of real property located at 325 San Gabriel Street, Winter Springs, Florida, 32708 the legal description and parcel identification number for which are as follows:

LOT 14, DEERSONG, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 45, PAGE 17 OF THE PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 34-20-30-534-0000-0140

(the "Property").

2. To have and to hold the same, together with the tenements, hereditament and appurtenances thereto belonging, and the rents, issues, and profits thereof, unto the MORTGAGEE in fee simple.

3. The MORTGAGORS covenant with the MORTGAGEE that the MORTGAGORS are indefeasibly seized of said Property in fee simple; that the MORTGAGORS have good right and lawful authority to convey said land as aforesaid; that the MORTGAGORS will make such further assurances to perfect fee simple title to said land in the MORTGAGEE as may reasonably be required; that the MORTGAGORS hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the title insurance policy issued in connection with MORTGAGORS' purchase of the Property and/or granting of this Mortgage.

4. MORTGAGORS further covenant to use the improved Property as their occupied residence, and that the Property shall not be sold, leased, conveyed, transferred or refinanced for at least five (5) years from the date hereof except as may be otherwise provided in the Second Mortgage Note, and applicable statutes and regulations.

5. MORTGAGORS covenant and agree to pay promptly when due the principal and interest, if any under this Mortgage and the Second Mortgage Note; provided, however, no payments shall be due so long as the Property remains occupied by the MORTGAGORS as their personal residence and the Property is not leased, subleased, rented transferred or conveyed to any other persons.

6. If the MORTGAGORS shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Second Mortgage Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven, and be canceled on the fifth anniversary of the date of this Mortgage.

7. MORTGAGORS covenant and agree to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property. In the event MORTGAGORS fail to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage and the Second Mortgage Note, the MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGORS covenant and agree to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part thereof, except for reasonable wear and tear.

9. MORTGAGORS covenant and agree to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE per the written authorization of the MORTGAGEE. Said insurance policy or policies shall be held by and payable to the MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. The MORTGAGEE shall account to the MORTGAGORS for any surplus monies received by MORTGAGEE.

10. MORTGAGORS covenant and agree to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGORS to promptly and fully comply with this Mortgage, the Second Mortgage Note, any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGEE to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. In the event of a foreclosure or voluntary sale, the MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGORS for the amount and on the terms specified in a written, firm contract between the MORTGAGORS and the prospective purchaser. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to the MORTGAGORS.

12. Subject to paragraph six (6) hereof, if any sum or money referred to herein or in the Second Mortgage Note is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition, and covenant of either or both instruments are not fully performed, complied with, and abided by, then the entire principal amount thereof or the entire balance then due and outstanding, whichever is greater, shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything else in said instruments to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

13. MORTGAGORS shall not execute an assumption, or in any way transfer, assign, or convey its obligations under this Mortgage and the Second Mortgage Note secured hereunder without the proper written consent of MORTGAGEE.

14. If all or any part of the Property or any interest is sold or transferred during the term of this Mortgage without notice to and consent from the MORTGAGEE and in compliance with this Mortgage and the Second Mortgage Note, the MORTGAGEE may require immediate payment in full of all sums due under said instruments and the MORTGAGORS

shall be considered in default under the terms of the Mortgage and the MORTGAGEE shall have the right to initiate foreclosure procedures.

15. If the Property remains owner occupied and is not rented, leased, subleased, conveyed, sold or otherwise transferred for a period of five (5) years from the date hereof, then this SHIP Mortgage and the Second mortgage Note secured thereby shall be forgiven in full and MORTGAGEE shall file a release and satisfaction in the Public Records of Seminole County, Florida. Conversely, if the Property shall not remain owner occupied for five (5) years and is instead leased, subleased, rented, conveyed or possession is otherwise transferred to any other person(s), said circumstances shall be an event of default and the entire amount due under this Mortgage and the Second Mortgage Note shall be immediately due and payable less any credit given to MORTGAGORS by virtue of the forgiveness and recapture provisions of the SHIP PLAN regulations in effect at the time of such default.

16. In the event a first mortgagee, its successors or assigns shall acquire the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any provisions in this instrument or the Second Mortgage Note restricting the uses of the Property, as well as any other liens and encumbrances created by such instruments, shall no longer be of any force or effect and such persons shall take title free and clear of all such restrictive covenants and liens.

17. This Mortgage shall be subordinate to a valid purchase money first mortgage on the Property, anything else herein or in the Second Mortgage Note to the contrary notwithstanding.

18. Whenever used, the terms MORTGAGORS and MORTGAGEE shall include all parties to this instrument, their heirs, successors, legal representatives and assigns and references to any Note shall mean all notes secured by this Mortgage if more than one (1) exists.

IN WITNESS WHEREOF, the MORTGAGORS have executed their hands and seals on the day and year first above written.

[Signature]
Witness
[Signature]
Witness

By: [Signature]
Print Name: Luis Vazquez

[Signature]
Witness
TINA B. ALABAUGH
Witness

By: [Signature]
Print Name: NINFA VAZQUEZ

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 13 day of February, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Luis Vazquez and Ninfa Vazquez and [Signature] who are personally known to me or who have produced drivers license, as identification and that they did take an oath.

[NOTARY SEAL]

[Signature]
Notary Public signature

AWS/lpk
1/13/04
mortgage deed-vazquez



Not a Certified copy

This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

This instrument is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 198.032 and
199.183(1), Florida Statutes (2003)

EXHIBIT "A"

SEMINOLE COUNTY HOME OWNERSHIP ASSISTANCE PROGRAM
SHIP PROGRAM, DEFERRED PAYMENT SECOND MORTGAGE PROMISSORY NOTE

PRINCIPAL AMOUNT: TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)

DATED DATE: February 13, 2004

MATURITY DATE: February 13, 2009

RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM

MAKERS: LUIS VAZQUEZ AND NINFA VAZQUEZ
101 E. Altamonte Drive, Apt. 1714
Altamonte Springs, Florida 32701

HOLDER: SEMINOLE COUNTY GOVERNMENT
1101 East First Street
Sanford, Florida 32771

1. FOR VALUE RECEIVED, MAKERS promise to pay to the order of the HOLDER the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) on February 13, 2009, in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771, or at such other place as the HOLDER may designate in writing.

2. This Second Mortgage Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKERS on certain real property, the mailing address of which is 325 San Gabriel Street, Winter Springs, Florida 32708 and legally described as follows:

LOT 14, DEERSONG, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 45, PAGE 17 OF THE PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 34-20-30-S34-0000-0140

(the "Property").

Said security interest enjoyed by this Note shall be junior, and subordinate in all respects to a valid, purchase money first mortgage lien on the Property.

3. If the MAKERS fail to use the Property in the manner as required by this instrument and the attached Mortgage, or shall be in default for any of the reasons set forth below, then all outstanding sums due under this Note shall become immediately due and payable in full, less any applicable forgiveness of the amount then due by virtue of the recapture provisions of the SHIP PLAN regulations in force at the time of said event of default.

4. MAKERS shall use the proceeds of this Note only for the purposes of downpayment assistance of the Property in the manner as represented to the Mortgagee. Failure of MAKERS to use the Note proceeds in said fashion shall be an event of default hereunder and under the Mortgage.

5. An event of default shall include the following:

(a) Failure to use the Note proceeds in accordance with paragraph 4, above.

(b) Failure to pay the principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is rented, leased, subleased, sold, transferred, or conveyed or MAKERS otherwise cease to occupy the Property as their residence prior to the maturity date, or the expiration of the five (5) year Affordability Period, as defined in the SHIP PLAN Regulations or applicable statutes, unless the obligation shall have been otherwise forgiven or satisfied.

(c) The sale, transfer, conveyance or refinancing of the subject home and real property, within five (5) years of execution of this Note, by MAKERS or MAKERS' successors.

(d) Leasing or renting of the property within five (5) years of the date of execution of this Note and the Mortgage securing it.

(e) The destruction or abandonment of the improvements on the subject Property by MAKERS or their successors.

(f) Failure to pay applicable property taxes on the Property and improvements.

(g) Failure to maintain adequate hazard insurance on the Property and improvements.

(h) Failure to comply with the terms, conditions and use restrictions of this Note and the accompanying SHIP Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.

(i) Failure to comply with the terms of the first mortgage on the Property.

The unpaid principal amount of this Note shall be reduced to zero (0) on February 13, 2009 or such other date as may be allowed by applicable regulations or governing statutes, provided that the MAKERS have met all the terms and conditions regarding use and occupancy of the Property as set forth herein and in the accompanying Mortgage.

7. MAKERS reserve the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKERS.

8. MAKERS waive demand, protest, and notice of maturity, non-payment, or protest, and all other requirements necessary to hold them liable as makers and endorsers hereof.

9. MAKERS agree to pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

10. This Note shall be construed and enforced according to the laws of the State of Florida; upon default in payment of the principal when due, the whole sum of principal and any other remaining unpaid amount hereunder shall, at the option of the HOLDER, become immediately due and payable.

11. Whenever used herein the term "HOLDER" or "MAKERS" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the MAKERS have signed and sealed this instrument on the day and year as set forth below.

[Signature]
Witness

TINA B. ALABAUGH
Witness

[Signature]
Witness
[Signature]
Witness

By: [Signature]

Print Name: LUIS VAZQUEZ

Date: 2/13/04

By: [Signature]

Print Name: TINFA VAZQUEZ

Date: 2/13/04

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

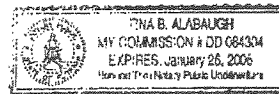
I HEREBY CERTIFY that, on this 13 day of February, 2004,
before me, an officer duly authorized in the State and County aforesaid
to take acknowledgments personally appeared Luis Vazquez
and Tinfa Vazquez who are personally known to me or who
have produced adverse check as identification and
that they did take an oath.

[NOTARY SEAL]

[Signature]
Notary Public signature

TINA B. ALABAUGH

AWS/lpk
1/13/04
mortgage note-vazquez



a Certified copy

[Signature]
Witness

TINA B. ALABAUGH
Witness

[Signature]
Witness
[Signature]
Witness

By: [Signature]

Print Name: LUIS VAZQUEZ

Date: 2/13/04

By: [Signature]

Print Name: TINA VAZQUEZ

Date: 2/13/04

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

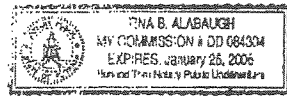
I HEREBY CERTIFY that, on this 13 day of February, 2004,
before me, an officer duly authorized in the State and County aforesaid
to take acknowledgments personally appeared LUIS VAZQUEZ
and TINA VAZQUEZ who are personally known to me or who
have produced drivers license as identification and
that they did take an oath.

[NOTARY SEAL]

[Signature]
Notary Public signature

TINA B. ALABAUGH

AWS/lpk
1/13/04
mortgage note-vazquez



Certified Copy

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 5, 2000, and recorded in Official Records Book 3936, Pages 0205 through and including 0209, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Note"), dated October 5, 2000, and recorded in the Official Records Book 3936, Pages 0210 through and including 0212, Public Records of Seminole County, Florida, which encumbered the property located at 211 Golden Days Drive, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 7, BLOCK G, CASSELBERRY HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 37 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 08-21-30-508-0G00-0070

(the "Property,") were made by **Suzanne L. Bagley**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 29, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

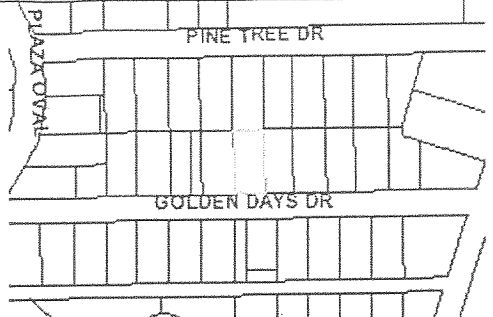

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
4/7/05
Satisfaction-Suzanne Bagley

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL. 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508																																																			
<p align="center">GENERAL</p> <p>Parcel Id: 08-21-30-508-0G00-0070 Tax District: C1-CASSELBERRY</p> <p>Owner: BAGLEY SUZANNE Exemptions: 00-HOMESTEAD</p> <p>Address: 211 GOLDEN DAYS DR</p> <p>City,State,ZipCode: CASSELBERRY FL 32707</p> <p>Property Address: 211 GOLDEN DAYS DR CASSELBERRY 32707</p> <p>Subdivision Name: CASSELBERRY HEIGHTS</p> <p>Dor: 01-SINGLE FAMILY</p>	<p align="center">2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$58,440</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$11,172</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$69,612</p> <p>Assessed Value (SOH): \$47,068</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$22,068</p> <p>Tax Estimator</p>																																																		
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>10/2000</td> <td>03936</td> <td>0196</td> <td>\$68,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1997</td> <td>03254</td> <td>0882</td> <td>\$42,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1994</td> <td>02792</td> <td>0503</td> <td>\$50,700</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>12/1991</td> <td>02372</td> <td>0704</td> <td>\$56,500</td> <td>Improved</td> </tr> <tr> <td>ADMINISTRATIVE DEED</td> <td>05/1991</td> <td>02316</td> <td>0529</td> <td>\$39,100</td> <td>Improved</td> </tr> <tr> <td>PROBATE RECORDS</td> <td>05/1991</td> <td>02296</td> <td>1130</td> <td>\$100</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>	Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	10/2000	03936	0196	\$68,000	Improved	WARRANTY DEED	06/1997	03254	0882	\$42,000	Improved	WARRANTY DEED	05/1994	02792	0503	\$50,700	Improved	WARRANTY DEED	12/1991	02372	0704	\$56,500	Improved	ADMINISTRATIVE DEED	05/1991	02316	0529	\$39,100	Improved	PROBATE RECORDS	05/1991	02296	1130	\$100	Improved	<p align="center">2004 VALUE SUMMARY</p> <p>Tax Amount(without SOH): \$749</p> <p>2004 Tax Bill Amount: \$396</p> <p>Save Our Homes (SOH) Savings: \$353</p> <p>2004 Taxable Value: \$20,697</p> <p align="center">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>								
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																			

ORIGINAL CHECK HAS MICROPRINTING IN THE SIGNATURE LINE AND RED CHECK NUMBERS IMAGED THROUGH TO THE BACK OF SHEET

ORLANDO TITLE & ABSTRACT OF FLORIDA, INC.
 ESCROW ACCOUNT
 PH. 407-629-7804
 2699 LEE ROAD, SUITE 475
 WINTER PARK, FLORIDA 32789

CENTURY NATIONAL BANK
 MAITLAND, FL
 63-1481-631

No. 062010

DATE _____

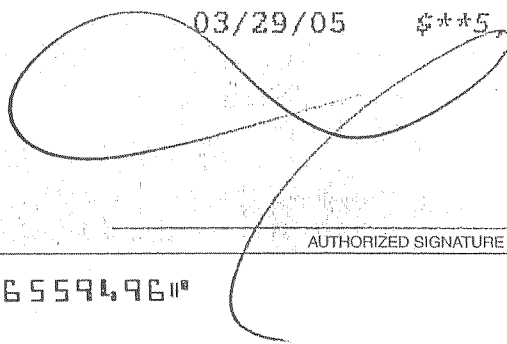
File: 17143

PAY TO THE ORDER OF SEMINOLE COUNTY

FIVE THOUSAND AND 00/100 DOLLARS

\$ 5,000.00

03/29/05



 AUTHORIZED SIGNATURE

⑈062010⑈ ⑆063114810⑆ ⑈6559496⑈

ORLANDO TITLE & ABSTRACT OF FLORIDA, INC. No. 062010
 ESCROW ACCOUNT

Check Date: 03/29/05 Amount: \$**5,000.00 Check No.: 062010 Order Number: 17143

Item	Description	Amount
105	PAYOFF SHIPP	5,000.00

Property Address: 211 GOLDEN DAYS DR CASSELBERRY FL 32707

Call Mr. DEPTWAMP
 Mr. DEPTWAMP
 Mr. DEPTWAMP

Received by: SIZZANNE I. COWEN
 Date: 03/29/05

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

5

600553
**Seminole County Homeownership
Assistance Program
Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 5TH day of OCTOBER 2000 by and between Suzanne L. Bagley a single person. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$5,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WRIGHT
230 N. WESTMONTE DR., STE 21974
ALTAMONTE SPGS, FL 32714

OFFICIAL RECORDS
BOOK PAGE
3936 0205
SEMINOLE CO. FL

Appendix 81

OFFICIAL RECORDS
PAGE

3936 0206

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

OFFICIAL RECORDS
BOOK PAGE

2936 0207

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Five Thousand Dollars and 00/100 (\$5,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Ulonda C. [Signature]
Print Name: Ulonda C. [Signature]
Witness

William C. [Signature]
Print Name: William C. BLUEMARK

Print Name:

Suzanne L. Bagley [Signature]
Print Name: Suzanne L. Bagley
211 GOLDEN DAYS DR.
CASSELBERRY, FL 32707

Print Name:

Print Name:

Print Name:

OFFICIAL RECORDS
BOOK PAGE

3936 0208

SEMINOLE CO., FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 5TH day of OCTOBER, ~~1998~~ 2000
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared SUZANNE L. HAZLEY, A SINGLE PERSON
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVERS LICENSE as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Wendy C. Ziegler
Name: WENDY C. ZIEGLER
Notary Public
Serial Number
Commission Expires:



Wendy C. Ziegler
My Commission CC000013
Expires November 15, 2005

OFFICIAL RECORDS
BOOK PAGE

3936 0209

SEMINOLE CO., FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 7, BLOCK C, CASSELLBERRY HEIGHTS, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 9, PAGE 37, OF THE PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA.

3936 0210

SEMINOLE CO., FL

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$5,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Five Thousand Dollars & 00/100 (\$5,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS
BOOK PAGE~~3336~~ 0211

THIS MORTGAGE IS GIVEN TO ~~SEMINOLE~~ ^{SEMINOLE} FL
COUNTY AND IS EXEMPT FROM PAYMENT
OF INTANGIBLE PERSONAL PROPERTY
TAX AND DOCUMENTARY STAMP EXCISE
TAX ON DOCUMENTS PURSUANT TO
SECTIONS 420.513(1) AND 199.185(1)(d),
FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
230 N. WESTMONTE DR., STE#1974
ALTAMONTE SPGS, FL 32714

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

OFFICIAL RECORDS
BOOK PAGE

3936

0212

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Wendy C. Ziegler
Print Name: Wendy C. Ziegler
Witness:
William C. Burmell
Print Name:
Witness:

Suzanne L. Bagley
Print Name: Suzanne L. Bagley
211 GOLDEN DAYS DR.
CASSELBERRY, FL 32707

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

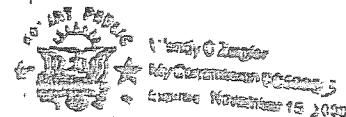
STATE OF FLORIDA
COUNTY OF ~~SEMIWAT~~ ORANGE

I HEREBY CERTIFY that on this 5th day of OCTOBER, 2000 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SUZANNE L. BAGLEY, A SINGLE PERSON and _____ who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVERS LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Wendy C. Ziegler
Name:
Notary Public
Serial Number
Commission Expires:

3 of 3



This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 31, 2003, and recorded in Official Records Book 04794, Pages 1181 through and including 1184, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND FIVE HUNDRED FOURTEEN AND 64/100 DOLLARS (\$9,514.64) (the "Note"), dated March 31, 2003, and recorded in the Official Records Book 04794, Pages 1185 through and including 1191, Public Records of Seminole County, Florida, which encumbered the property located at 109 Laguna Court, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 54, BLOCK 4, HIDDEN LAKE PHASE II, UNIT I, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 15, 16
AND 17 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 10-20-30-503-0400-0540

(the "Property,") were made by **Joseph E. Nedley**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the five (5) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of NINE THOUSAND FIVE HUNDRED FOURTEEN AND 64/100 DOLLARS (\$9,514.64), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 31, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

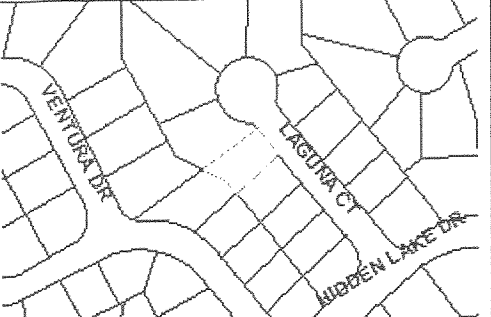
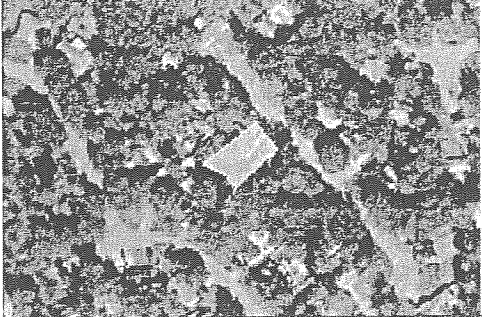
Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
4/7/05
Satisfaction-Joseph Nedley

PARCEL DETAIL DAVID JOHNEON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-655-7505																																																	
GENERAL Parcel Id: 10-20-30-503-0400-0540 Tax District: S1-SANFORD Owner: NEDLEY JOSEPH E Exemptions: 00-HOMESTEAD Address: 442 E WILDMERE AVE City,State,ZipCode: LONGWOOD FL 32750 Property Address: 109 LAGUNA CT SANFORD 32773 Subdivision Name: HIDDEN LAKE PH 2 UNIT 1 Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$72,769 Depreciated EXFT Value: \$0 Land Value (Market): \$20,000 Land Value Ag: \$0 Just/Market Value: \$92,769 Assessed Value (SOH): \$85,751 Exempt Value: \$25,000 Taxable Value: \$60,751 Tax Estimator																																															
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>03/2003</td> <td>04794</td> <td>1171</td> <td>\$100,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/2000</td> <td>03859</td> <td>0051</td> <td>\$75,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>01/1987</td> <td>01812</td> <td>1469</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>06/1982</td> <td>01395</td> <td>1028</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>11/1980</td> <td>01307</td> <td>1202</td> <td>\$41,400</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	03/2003	04794	1171	\$100,000	Improved	WARRANTY DEED	05/2000	03859	0051	\$75,000	Improved	QUIT CLAIM DEED	01/1987	01812	1469	\$100	Improved	QUIT CLAIM DEED	06/1982	01395	1028	\$100	Improved	WARRANTY DEED	11/1980	01307	1202	\$41,400	Improved	2004 VALUE SUMMARY Tax Amount(without SOH): \$1,194 2004 Tax Bill Amount: \$1,194 Save Our Homes (SOH) Savings: \$0 2004 Taxable Value: \$58,253 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS											
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																	

DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOCK & KEY ICONS FADE WHEN WARMED AND YOU CAN SEE A PENTAGON SHAPED TRUE WATERMARK WHEN HELD TO THE LIGHT

SUNBELT
TITLE AGENCY

Bank of America
101 E. Kennedy Blvd. 5th Floor
Tampa, FL 33602

185006903

3733 Lake Emma Rd.
Lake Mary, Florida 32746
(407) 805-8861

FILE #
150050064-BM

DATE
3/31/2005

63-4/630

PAY Nine Thousand Five Hundred Fourteen and 64 /100

\$9,514.64

Void after 90 days

TO THE SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE
ORDER OF 1101 E. 1ST STREET, SUITE 3301
SANFORD FL 32771

TRUST ACCOUNT

MEMO Ref:

[Signature]

⑈ 185006903 ⑈ ⑆ 063000047 ⑆ 005487624457 ⑈

RUB OR BREATHE ON THE PINK LOCK & KEY ICONS - COLOR WILL CHANGE ON AN AUTHENTIC CHECK - IF COLOR DOES NOT CHANGE DO NOT ACCEPT

150050064-BM

Ref:

109 LAGUNA COURT, SANFORD, FL 32773

3/31/2005

185006903

Net Payoff to SEMINOLE COUNTY COMMUNITY DEVELOPMEN 9514.64

SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE
1101 E. 1ST STREET, SUITE 3301
SANFORD FL 32771

Seminole County Homeownership
Assistance Program
Mortgage

THIS SHIP MORTGAGE is hereby made and entered into the 31st day of March 2003 by and between **Joseph E. Nedley, a single person** Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the SHIP Mortgage Note of even date herewith (\$9,514.64), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

ANY DEFAULT in any mortgage, note, or lien of record, including, but not limited to the SHIP Mortgage and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
SEMINOLE COUNTY -CDBG
1101 E. FIRST STREET
SANFORD, FL 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 200308780 BK 04794 PG 1181 RECD 04/25/2003 11:29:33 AM RECD BY L McKinley
RECORDING FEES \$1.00
NOTARIAL TAX \$3.60

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain SHIP Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this SHIP Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this SHIP Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and SHIP Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this SHIP Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the SHIP Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this SHIP Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this SHIP Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this SHIP Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this SHIP Mortgage accrued or thereafter accruing.

Provided that, as set forth in the SHIP Note attached hereto as Exhibit "B" no payments shall be required on the SHIP Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for Five (5) years then this SHIP Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SHIP MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN FIVE (5) YEARS. Mortgagor shall repay the loan amount of **Nine Thousand Five Hundred Fourteen and 64/100 (\$9,514.64)** to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the SHIP PLAN regulations in effect at the time of default.

SEN

The sale, transfer or refinancing of the subject home and real property, within ten (5) years of execution of this Note, by maker or maker's successors.

1. Leasing or renting of the property within Five (5) years of the date of execution of the Note and SHIP Mortgage.
2. The destruction or abandonment of the home on the subject property by maker or maker's successors.
3. Failure to pay applicable property taxes on subject property and improvements.
4. Failure to maintain adequate hazard insurance on subject property and improvements.
5. Failure to comply with the terms and conditions of the accompanying SHIP Mortgage of even date.
6. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying SHIP Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the SHIP PLAN regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This SHIP Mortgage shall be subordinate to a First Mortgage. If any provision of this SHIP Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

JEN

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 54, Block 4, Hidden Lakes, phase 2 Unit 1, Plat Book 24, Pages 15-17,
Of Public Records of Seminole County, Florida

This is not a certified copy

JEN

**Seminole County Homeownership
Assistance Program**

**EXHIBIT "B"
SHIP NOTE**

AMOUNT: \$9,514.64 Date: 3/31/03

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Nine Thousand Five Hundred Fourteen and 64/100 (\$9,514.64)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of Five (5) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the SHIP Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven Five (5) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least Five (5) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to Five (5) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the SHIP PLAN Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the SHIP Mortgage of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
SEMINOLE COUNTY - CDBG

1101 E. FIRST STREET
SANFORD, FL 32771

JEN

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his SHIP Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this SHIP Mortgage shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

R. Nicholson
Signature Witness:

R. NICHOLSON
Print Name:

Sherry Hamilton
Signature Witness

Sherry Hamilton
Print Name:

Joseph E. Nedley
Signature of Mortgagor:

Joseph E. Nedley 109 LAQUAN CT
SANFORD, FL 32723

Mortgagor Signature :

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 31st day of March, 2003 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSEPH E. NEDLEY, A Single Man, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced current drivers license as identification and who did did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Sherry Hamilton
Name:
Notary Public
Serial Number
Commission Expires:

Copy

Jan

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

B. Nicholas
Witness Signature:

Joseph E. Nedley
Mortgagor Signature:

B. Nicholas
Witness Print Name

Joseph E. Nedley 109 LAGUNA CT
SANFORD, FL 32773

Sherry Hamilton
Witness Signature:

Mortgagor Signature :

Sherry Hamilton
Witness Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 31st day of March, 2003 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSEPH E. NEDLEY, A Single Man who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced current drivers license as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: Sherry Hamilton
Notary Public
Serial Number
Commission Expires:



Notarized copy

EXHIBIT "B"

Legal Description

Loan Number: 8102450

LOT 54, BLOCK 4, HIDDEN LAKE PHASE II, UNIT I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN
PLAT BOOK 24, PAGE 15-17, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

This is not a certified copy

JEN

**Seminole County Homeownership
Assistance Program**

**EXHIBIT "B"
SHIP NOTE**

AMOUNT: \$9,514.64 Date: 3/31/03

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Nine Thousand Five Hundred Fourteen and 64/100 (\$9,514.64)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of Five (5) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the SHIP Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven five (5) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least Five (5) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to Five (5) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the SHIP PLAN Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the SHIP Mortgage of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
SEMINOLE COUNTY - CDBG

1101 E. FIRST STREET
SANFORD, FL 32771

VEN

The sale, transfer or refinancing of the subject home and real property, within ten (5) years of execution of this Note, by maker or maker's successors.

1. Leasing or renting of the property within Five (5) years of the date of execution of the Note and SHIP Mortgage.
2. The destruction or abandonment of the home on the subject property by maker or maker's successors.
3. Failure to pay applicable property taxes on subject property and improvements.
4. Failure to maintain adequate hazard insurance on subject property and improvements.
5. Failure to comply with the terms and conditions of the accompanying SHIP Mortgage of even date.
6. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying SHIP Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the SHIP PLAN regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This SHIP Mortgage shall be subordinate to a First Mortgage. If any provision of this SHIP Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

JSH

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

R. Nicholson
Witness Signature: *R. Nicholson*

Joseph E. Nedley
Mortgagor Signature :

Joseph E. Nedley 109 LAGUNA Ct
SANFORD, FL 32773

Witness Print Name:

Mortgagor Signature :

Sherry Hamilton
Witness Signature:

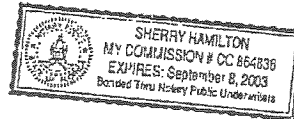
Sherry Hamilton
Witness Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 31st day of March, 2003 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSEPH E. NEDLEY, A Single Man who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced current drivers as identification and who did/ did not take an oath license

WITNESS my hand and official seal in the County and State last aforesaid.

Sherry Hamilton
Name: _____
Notary Public
Serial Number _____
Commission Expires: _____



Unfiled copy

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 12, 1997, and recorded in Official Records Book 3298, Pages 0540 through and including 0544, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated September 12, 1997, and recorded in the Official Records Book 3298, Pages 0545 through and including 0547, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 27, 1997, recorded in Official Records Book 3298, Pages 0548 through and including 0550, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2160 Eola Court, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

LOT 25, CANTERBURY COVE, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 51, PAGES 96, 97 AND 98 OF THE
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 27-21-31-516-0000-0250

(the "Property,") were made by **Marc L. Mitchell, Jr. and Michelle R. Mitchell**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten seven (7) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
CARLTON HENLEY, Chairman


Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
4/7/05
Satisfaction-Marc & Michelle Mitchell

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7505																																																	
GENERAL Parcel Id: 27-21-31-516-0000-0250 Tax District: 01-COUNTY-TX DIST 1 Owner: MITCHELL MARC L JR Exemptions: 00-HOMESTEAD Address: 2160 EOLA CT City,State,ZipCode: OVIEDO FL 32765 Property Address: 2160 EOLA CT OVIEDO 32765 Subdivision Name: CANTERBURY COVE Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$95,157 Depreciated EXFT Value: \$0 Land Value (Market): \$26,300 Land Value Ag: \$0 Just/Market Value: \$121,457 Assessed Value (SOH): \$82,950 Exempt Value: \$25,000 Taxable Value: \$57,950 Tax Estimator																																															
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>09/1997</td> <td>03298</td> <td>0527</td> <td>\$83,900</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	09/1997	03298	0527	\$83,900	Improved	2004 VALUE SUMMARY Tax Value(without SOH): \$1,341 2004 Tax Bill Amount: \$939 Save Our Homes (SOH) Savings: \$402 2004 Taxable Value: \$55,534 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																																			
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LAND <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>26,300.00</td> <td>\$26,300</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	26,300.00	\$26,300	LEGAL DESCRIPTION PLAT LOT 25 CANTERBURY COVE PB 51 PGS 96 THRU 98																																			
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																	

33450

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 12th day of September, 1991 by and between Marc L. Mitchell Jr., married single person hereinafter referred to as the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 hereinafter referred to as the "Mortgagee."

*AND MICHELLE R. MITCHELL, HUSBAND AND WIFE

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, alien, premises, convey and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagee will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 201.30(1) AND 199.03(1), FLORIDA STATUTES

This instrument was prepared by: ATTORNEY RECEIVED RETURN TO CLERK OF SEMINOLE COUNTY FLORIDA DATE SEP 11 1991 BY CLERK OF SEMINOLE COUNTY FLORIDA

46915AN

1101 East First Street, Sanford, FL 32771

18

1015

3298

101271

BSI XP 7

33-3920 & VENDOR

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved hereto, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagees to declare a default. In the event of foreclosure, the Mortgagees reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagees the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on and property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagees because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagees may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagees, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagor to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

3238 5341
DATE: 11/11/05
BY: [illegible]

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three-thousand, Five-hundred dollars and 00/100 (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

9290 5517

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents this 1st day and year first above written.

Print Name:

Print Name: Marc L. Mitchell Jr.

Print Name:

Print Name: MICHELLE A. MITCHELL

Print Name:

Print Name:

Print Name:

Print Name:

Certified Copy

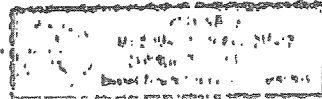
3 of 5

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12th day of SEPTEMBER, 1997
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared MARC L. MITCHELL, JR.
and NICHOLLE E. MITCHELL, who executed the foregoing instrument and who,
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVER'S LICENSE as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

[Signature]
Name:
Notary Public
Serial Number
Commission Expires:



This is not a certified copy

3298 3541
EX-100
SEP 11 1971

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 25, CARTERBURY COVE, ACCORDING TO THE PLAT THEREOF RECORDED IN
PLAT BOOK 51, PAGES 96, 97 AND 98, PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA.

This is not a certified copy

SMS

10-11-71
SEP 11 1971

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$1,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, on order, the manner hereinafter specified, the sum of Three thousand, Five hundred dollars & NO/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32701 or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HERIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

3298 954
SEMINOLE COUNTY
HOMES

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.169(1)(d), FLORIDA STATUTES

This instrument was prepared by:
ALTHEE DOCUMENTS RETURN TO:
6111 E. BROWARD BLVD. SUITE 200
FORT LAUDERDALE, FL 33304

3298 3541

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even ~~deed~~ herewith, made by the maker in favor of the said lender, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are in this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or intent.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereto signed and sealed these presents the day and year first above written.

Print Name:

Print Name: Marc L. Mitchell Jr.

Print Name:

Print Name: MICHELLE D. MITCHELL

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12th day of SEPTEMBER, 1992, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARC L. MITCHELL, JR. and MICHELLE D. MITCHELL who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:

Notary Public:

Serial Number:

Commission Expires:

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): MARG L. MITCHELL, JR and Michelle Mitchell

Property Address: 2160 SOLA COURT
OWIEBO, FL 32765

This Agreement is entered into this 12th day of SEPTEMBER, 1997, by and between
Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street,
Sealord, Florida, 32771 (hereinafter "COUNTY") and MARG L. MITCHELL, JR and Michelle
Mitchell, husband & wife (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable
Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development
(hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C.
12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily
Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with
downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient
organization hereby known as Greater Seminole County Chamber of Commerce and meet the
requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with
COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect
until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit
(by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer
occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor
dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment loan in an amount up to \$3,500.00 at 0% until
the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by,
including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies
the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR
Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and
that, at the time of application and approval, his/her/their annual income does not exceed eighty percent
(80%) of the median income for the area, as determined by HUD, with adjustments for family size

(b) The property is located within the geographical areas of Seminole County, Florida and has an
after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90%
when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater
Seminole County Chamber of Commerce, has reviewed the household income and property value
requirements in accordance with the HOME Program requirements and determined the project eligible for
funding.

40915AN

32801-2992

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101277

1997 SEP 17 4 56

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
- ☒ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
- ☐ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.
- d) Lead paint
- ☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
- ☒ Not Applicable (Unit built during or after 1978.)
- e) Conflict of interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

3298 0540
BOOK 2422
SERIAL 51

2. RECORDS AND REF.

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occur: (1) borrower sells, transfers or disposes of the associated unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

Neither party herein shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

12 Mary McKean

Gay E. Kaiser

County Manager

Date: _____

WITNESSES AS TO HOMEBUYERS:

Sherlock Holmes
London W.C. 2
Douglas H. Graham
(Director of Criminal)

HOMEDLYER

WANE L. MITCHELL, JR.
MICHELLE MITCHELL

Data:

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA

COUNTY OF Seminole

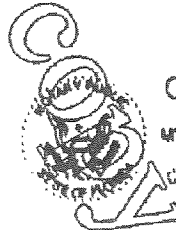
The foregoing instrument was acknowledged before me this 12th day of August, 1997, by 12445 L + Michele M. M. M. M., who is personally known to me or who has produced driver's license as identification.

Deben A. Lanyon

Print Name Linda (L) deya

Notary Public in and for the County and State Aforementioned.

Mr. President



This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 29, 1997, and recorded in Official Records Book 3193, Pages 1052 through and including 1056, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated January 29, 1997, and recorded in the Official Records Book 3193, Pages 1057 through and including 1059, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 15, 1996, recorded in Official Records Book 3193, Pages 1060 through and including 1062, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1848 Lacy Lane, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 86, PALM POINT, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 50, PAGES 69, 70, AND 71 OF THE
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 32-19-31-514-0000-0860

(the "Property,") were made by **Charles Lowery and Diann Lowery**, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least eight (8) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

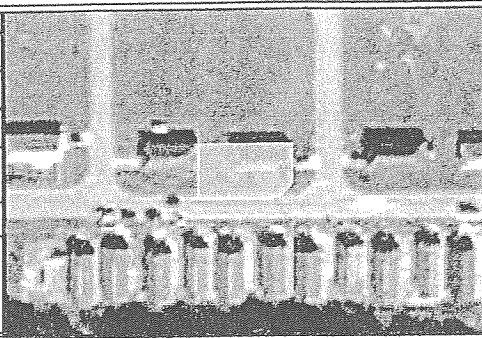
Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
4/7/05
Satisfaction-Charles & Diann Lowery

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-655-7505																																																	
GENERAL Parcel Id: 32-19-31-514-0000-0860 Tax District: 01-COUNTY-TX DIST 1 Owner: LOWERY CHARLES & DIANN Exemptions: 00-HOMESTEAD Address: 1848 LACY LN City,State,ZipCode: SANFORD FL 32771 Property Address: 1848 LACY LN SANFORD 32771 Subdivision Name: PALM POINT Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$59,112 Depreciated EXFT Value: \$0 Land Value (Market): \$11,000 Land Value Ag: \$0 Just/Market Value: \$70,112 Assessed Value (SOH): \$65,608 Exempt Value: \$25,000 Taxable Value: \$40,608 Tax Estimator																																															
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>CORRECTIVE DEED</td> <td>01/1997</td> <td>03225</td> <td>1887</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1997</td> <td>03193</td> <td>1043</td> <td>\$70,000</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	CORRECTIVE DEED	01/1997	03225	1887	\$100	Improved	WARRANTY DEED	01/1997	03193	1043	\$70,000	Improved	2004 VALUE SUMMARY Tax Value(without SOH): \$659 2004 Tax Bill Amount: \$654 Save Our Homes (SOH) Savings: \$5 2004 Taxable Value: \$38,697 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																													
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																	

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
29 day of January, 1997, by and between Charles Lowery
 and Diane Lowery hereinafter referred to the "Mortgagor" and Seminole
 County, a political subdivision of the State of Florida, whose address is 1101 East First
 Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"
 include all parties to this instrument, the heirs, legal representatives
 and assigns of individuals and the successors and assigns of
 corporations; and the term "note" include in all the notes herein
 described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also
 consideration of the aggregate sum named in the Second Mortgage Note of even date
 herewith (\$2,500.00), hereinafter described, the Mortgagor hereby grants,
 bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the
 certain land of which the Mortgagor is now seized and in possession situated in
 Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
 and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
 the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
 seized of said land in fee simple; that the Mortgagor has good right and lawful authority
 to convey said land as aforesaid; that the Mortgagor will make such further assurances
 to perfect the fee simple title to said land in the Mortgagee as may reasonably be
 required; that the Mortgagor hereby full warrants the title to said land and will defend
 the same against the lawful claims of all persons whomsoever, and that said land is
 free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE
 COUNTY AND IS EXEMPT FROM PAYMENT
 OF INTANGIBLE PERSONAL PROPERTY
 TAX AND DOCUMENTARY STAMP EXCISE
 TAX ON DOCUMENTS PURSUANT TO
 SECTIONS 420.513(1) AND 199.185(1)(d).
 FLORIDA STATUTES

This instrument was prepared by
and signed for:
Etaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

Return To: WALKER AND ASSOCIATES,
ATTORNEYS, P.A.,
210 E. WALFLAND AVE.,
SUITE 210
WALFLAND, FLORIDA 32781

66-1000000000

01900

Seminole County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the property described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

[Signature]

11/11/2004

11/11/2004

Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) X ten (10) years, twenty (20) years or thirty (30) years (If used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should the aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. ~~THE~~ FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN X TEN (10) YEARS, TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Three thousand five hundred dollars (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

OFFICIAL RECORDS
BOOK

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Charles Lowery

Diana Lowery

Print Name: Charles Lowery
1848 Lacy Lane, Sanford, Florida

Print Name: Diana Lowery
1848 Lacy Lane, Sanford, Florida

Print Name:

Print Name:

Barry J. Walker, Jr.
WITNESS
Print Name: Barry J. Walker, Jr.

Corie Lee Hanson
WITNESS
Print Name: Corie Lee Hanson

Seminole County Homeownership Assistance Program



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29 day of January, 1993
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Charles Lowery
and Diana Lowery, who executed the foregoing instrument and
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced driver's license as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Carrie Lee Huxton

Name:
Notary Public
Serial Number
Commission Expires:



CARRIE LEE HUXTON
NOTARY PUBLIC - FLORIDA
COMMISSION EXPIRES
OCTOBER 12, 1997
SIGNED THIS 10TH DAY OF JANUARY, 1993

OFFICIAL RECORDS
BOOK 3193
PAGE 1055
SEMINOLE, FL

Seminole County Homeownership Assistance Program



OFFICIAL RECORDS
BOOK
3193 1056
SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 87, PALM POINTE, AS PER PLAT BOOK 50, PAGES 69 through 71, INCLUSIVE,
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

12 PALM POINTE

12 PALM POINTE

Seminole County Homeownership Assistance ProgramEXHIBIT "B"
SECOND MORTGAGE NOTEAMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three thousand five hundred (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) x ten (10), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to x ten (10) twenty (20) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

TO PRESENTATION

ELH
2/1/05

Seminole County Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
 Elaine L. Barlow, SHIP Program Coord.
 Seminole County Chamber of Commerce
 4590 South Highway 17-92
 Casselberry, FL 32707

OFFICIAL RECORDS
 BOOK 3123
 PAGE 1052

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

E. L. Barlow
 1052

Seminole County Homeownership Assistance Program

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, & after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Charles Lowery

Print Name: CHARLES LOWERY
1048 Lacy Lane, Sanford, FL

Diann Lowery

Print Name: Diann Lowery
1048 Lacy Lane, Sanford, FL

Print Name: Barry J. Walker, Jr.

WITNESS
Print Name: Barry J. Walker, Jr.

Connie Lee Henson

WITNESS
Print Name: Connie Lee Henson

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29 day of JANUARY, 1992, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles Lowery and Diann Lowery, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVERS LICENSE as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



CONNIE LEE HENSON
NOTARY PUBLIC
JANUARY 20, 1997
RECEIVED FROM THE SEMINOLE COUNTY, FL

Name: Connie Lee Henson
Notary Public
Serial Number
Commission Expires:

Prepared By:

Return To:

WALKER AND ASSOCIATES,
ATTORNEYS, P.A.
235 S. HAITLAND AVE.,
SUITE 214
HAITLAND, FLORIDA 32751

Benny S. Walker, SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

SEMINOLE CO. FL

3193

1060

OFFICIAL RECORDS
BOOK

Applicant(s): CHARLES LOWERY AND DIANN LOWERY

Property Address: 1848 Lacy Lane
Sanford, Florida 32771

This Agreement is entered into this _____ day of _____, 19____ by and between
Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street,
Sanford, Florida 32771 (hereinafter "COUNTY") and
(hereinafter "HOMEBUYER")

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable
Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development
(hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C.
12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily
Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with
downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient
organization hereby known as Greater Seminole County Chamber of Commerce and meet the
requirements as set forth in 24 CFR Part 92 as amended or waived by HUD

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with
COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect
until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit
(by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer
occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor
dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until
the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by,
including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies
the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR
Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and
that, at the time of application and approval, his/her/their annual income does not exceed eighty percent
(80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an
after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90%
when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater
Seminole County Chamber of Commerce, has reviewed the borrower's income and property value
requirements in accordance with the HOME Program requirements and determined the project eligible for
funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners
insurance, during the term of affordability.

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

97FEB - PM12:31

PARYANNE MORSE
CLERK OF CIRCUIT COURT

012453

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
☒ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
☒ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

OFFICIAL RECORDS
BOOK
3193 1061
SEMINOLE CO. FL

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of 10 ten (10), 20 twenty (20) or 30 thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Vera Montano
Mary Vera Montano

WITNESSES

James R. Miller
James R. Miller
Cheryl Milligan
Cheryl Milligan

SEMINOLE COUNTY, FLORIDA

GARY E. KAISER
GARY E. KAISER - Acting County Manager

Date: _____

HOMEBUYER

Charles Lowery
Charles Lowery

Diana Lowery
Diana Lowery

Date: 5-15-96

1848 Lacy Lane
Sanford, FL 32771

NOTARY AS TO HOMEBUYER(S):

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 15th day of August 1996, by Charles Lowery & Diana Lowery, who is personally known to me or who has produced Florida Driver's License as identification.

Christine Y. Brooks

Print Name Christine Y. Brooks

Notary Public in and for the County and State Aforementioned.

My commission expires: _____

OFFICIAL NOTARY SEAL
CHRISTINE Y. BROOKS
COMMISSION NUMBER
CC339050
MY COMMISSION EXP.
JAN 2, 1998

TransContinental Title Company

FAX COVER

TransContinental
Title
Company

To:

Annie Knight

Company/Organization/Dept.

Phone:

Fax:

407-665-7412

From:

NATE LUSA

Phone: 407-475-9800

Fax: 407-475-0231

Date: 4-05-05

Time: 2:30

Number of Pages(including cover)

9

2200 Lucien Way
Suite 420
Maitland, FL 32751

Phone: 407-475-9800

Fax: 407-475-0231

Email: Orlando@tctitle.com

RE: Per our conversation here is the

mortgage on Lowery. If there are any

questions or concerns feel free to let me

know

THANK YOU FOR YOUR BUSINESS

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 21, 1995, and recorded in Official Records Book 3010, Pages 1925 through and including 1929, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated December 21, 1995, and recorded in the Official Records Book 3010, Pages 1930 through and including 1932, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated October 26, 1995, recorded in Official Records Book 3010, Pages 1933 through and including 1935, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2415 Summerlin Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

THE SOUTH 42 FEET OF LOT 10 AND THE NORTH 34 FEET OF LOT 11, BLOCK 8, WYNNEWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 92, 93, AND 94 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 31-19-31-524-0800-0100

(the "Property,") were made by **Robert Black, Jr.**, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner has refinanced the Property within the thirty (30) year period; and

WHEREAS, the Owner did maintain the Property as his residence for at least nine (9) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
4/7/05
Satisfaction-Robert Black

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7505																																																														
GENERAL Parcel Id: 31-19-31-524-0800-0100 Tax District: S1-SANFORD Owner: STANDARD FEDERAL BANK Exemptions: Address: 7159 CORKLAN DR City,State,ZipCode: JACKSONVILLE FL 32258 Property Address: 2415 SUMMERLIN AVE SANFORD 32773 Subdivision Name: WYNNEWOOD Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$57,358 Depreciated EXFT Value: \$0 Land Value (Market): \$14,440 Land Value Ag: \$0 Just/Market Value: \$71,798 Assessed Value (SOH): \$71,798 Exempt Value: \$0 Taxable Value: \$71,798 Tax Estimator																																																												
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>CERTIFICATE OF TITLE</td> <td>12/2001</td> <td>04249</td> <td>1930</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>12/1995</td> <td>03010</td> <td>1917</td> <td>\$56,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1985</td> <td>01676</td> <td>1238</td> <td>\$45,300</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	CERTIFICATE OF TITLE	12/2001	04249	1930	\$100	Improved	WARRANTY DEED	12/1995	03010	1917	\$56,500	Improved	WARRANTY DEED	10/1985	01676	1238	\$45,300	Improved	2004 VALUE SUMMARY 2004 Tax Bill Amount: \$1,362 2004 Taxable Value: \$66,448 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																																				
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																														

334 20

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 24th day of December 1995 by and between Robert Black, Jr. and [redacted] hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described (more than one exists))

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land to the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 420.514(1)(d), FLORIDA STATUTES

This instrument was prepared by:

Beane L. Barlow/S.H.I.P./HOME Ownership Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-82
Gainesville, FL 32607

Return to: Ad. Serv. Title & Rec.
705 Wekiva Springs Rd., Ste. 200
Sanford, Florida 32771
File No. 95-1000000000

OFFICIAL RECORDS
PAGE
310 1925
SOUTHEAST CO. INC.

MARYANNE MOSES
CLERK OF CIRCUIT COURT
787833

SEMINOLE COUNTY, FL.
RECORDS
95 DEC 27 PM 2:31

(407) 665-7979

PO. Request
Fax #

ANNIE Knight
(407) 665-7412

Seaside County Homeownership Assistance Program

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and the Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

OFFICIAL RECORDS
BOOK PAGE
2010 1326



Santa Cruz County Homelessness Assistance Program

occupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ five (5) years, _____ twenty (20) years or X _____ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ FIVE (5) YEARS, _____ TWENTY (20) YEARS OR X _____ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Three Thousand and no/100 Dollars (\$ 3,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: Judith K. Lloyd Print Name: Robert Black, Jr.

Witness
Print Name: Tamarah R. Chitians

Print Name: _____

Print Name: _____

Seminole County Homeownership Assistance Program

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21st day of December, 1995
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Robert Black, Jr.
and his, who executed the foregoing instrument and who
acknowledged before me that he/she/they executed the same and are personally known
to me or have produced Driver's License as identification and who did
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: William K. Lloyd
Notary Public
Serial Number
Commission Expires:



OFFICIAL RECORDS
BOOK PAGE
110 1928
SEMINOLE CO. FL

Not a Certified Copy

Seminole County Homeownership Assistance Program



EXHIBIT "A"

LEGAL DESCRIPTION

Lot 10, Block 4, Less North 18.00 feet, and Lot 11, Block 6, Less South 25.00 feet, WINDWOOD, according to the Plat thereof as recorded in Plat Book 4, Pages 92, 93 and 94, Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK PAGE
7110 1929
SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$3,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, in order, the manner hereinafter specified, the sum of Three thousand and no/100ths (\$3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) _____ five (5), _____ twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to _____ five (5) _____ twenty (20) X thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS
BOOK PAGE
1910 1930

Prepared by: *S. J. Barlow*

Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce

4590 South Highway 17 #2
Gainesville, FL 32607

Seminole County Homeownership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 190.165(1)(d), FLORIDA STATUTES

This instrument was prepared by:

1. The sale, transfer or refinancing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note by maker or maker's successors.
2. Leasing or renting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

2010 1931
OFFICIAL RECORDS
BOOK PAGE

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapitulation provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by reference made a part hereof.

Seminole County Homeownership Assistance Program

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed and these presents the day and year first above written.

Witness

Print Name:

Judith K. Lloyd

Witness

Print Name:

Tamara R. Chirion

Print Name:

Print Name:

Print Name:

Robert Black, Jr.

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21st day of December, 1995 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Robert Black, Jr. and n/a, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Driver's License as identification and who did/did not take an oath.

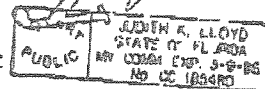
WITNESS my hand and official seal in the County and State last aforesaid.

Name:

Notary Public

Serial Number:

Commission Expires:



13/2.20

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Copy to: Advanced Title Service
2015 Polaris Springs Rd. Ste. 200
Orlando, Florida 32779
Attn: No. 25-1120

Applicant: Robert Black, Jr. and Ann B. Wiggins
Property Address: 2415 Summerlin Avenue
Sanford, FL 32773

This Agreement is entered into this 26th day of October, 1995 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter "COUNTY") and Robert Black, Jr. and Ann B. Wiggins (hereinafter "HOMEBUYER").

WITNESSETH: Black, Jr. and Ann B. Wiggins

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq.), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as "Seminole County Chamber of Commerce"; and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Plan in an amount up to \$ 5,000.00 at 6% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with the following regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be their principal residence and that, at the time of application and approval, their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD with adjustments for family size.

(b) The property is located within the geographical area of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with CHIP funds) of the median sales price of the area. The COUNTY through "Greater" has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

*Seminole County Chamber of Commerce

OFFICE RECORDS
PAGE

MANUAL RECORD
FILE OF CHRON TO

55 DEC 27 PM 2:31
SEMINOLE COUNTY FL
RECORDS DEPT

The HOMEBUYER maintain the property, including all of property taxes and homeowner insurance, etc. the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The HOMEBUYER shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 62 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
b) Environmental review ☐ Applicable ☒ Not Applicable

c) Displacement, relocation and acquisition

☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and evaluated for lead-based paint existence.)

☐ Not Applicable (Unit built during or after 1978.)

e) Conflict of interest - no conflicts found

f) Stigmatism and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be occupied by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

THE COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 82 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or conveys the estate unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); or (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of five (5) twenty (20) or thirty (30) years (as applicable).

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Ann Manfries

WITNESSES

Clarence M. L. Lorne
Linda L. Lorne

DEMING COUNTY, FLORIDA

12-7-85
RON H. RABALA, County Manager

Date: 12/7/85

HOMEBUYER:

3rd Floor
Date: 11/29/85

STATE OF Florida;
COUNTY OF Orange;

The foregoing instrument was acknowledged before me this 15th day of November 1985, by Lee Webb who is personally known to me or who has produced Driver's License as identification.

Lynn Downy
Print Name Lynn Downy

Notary Public in and for the County and State Aforesaid.

My commission expires: 8/11/96

LYNN DOWNY
Notary Public
My Comm Exp. 8/11/96
Bonded By Service Inc
00221114

Lynn Downy
Notary Public
My Comm Exp. 8/11/96
Bonded By Service Inc
00221114

Prepared by: 4 returns
Elaine L. B. U.S. P. 1-1-7-15 Downpayment Assistance
c/o Greater Orlando County Chamber of Commerce
4580 South Highway 17-82
Ocoee, FL 32707

OFFICIAL RECORDS
BOOK
PAGE
7010
1935

AUTHORIZATION TO RELEASE INFORMATION

I/We authorize you to release any information that may be required for the purpose of a credit transaction. This information will be kept for their confidential use. I/We further understand that a duplicate or photocopy of this form may be used when requesting information.

Robert Black 1267-54-2116 2-14-05
Signature Social Security # Date

Signature Social Security # Date

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 10, 1997, and recorded in Official Records Book 3311, Pages 0963 through and including 0967, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated October 10, 1997, and recorded in the Official Records Book 3311, Pages 0968 through and including 0970, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated September 7, 1997, recorded in Official Records Book 3311, Pages 0971 through and including 0973, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2433 S. Laurel Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 114 AND THE NORTH 1/2 OF LOT 115, FRANKLIN TERRACE,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK
3, PAGE 78 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA

Parcel Identification No.: 36-19-30-539-0000-1140

(the "Property,") were made by **Cynthia D. Lucie**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least seven (7) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
4/5/05
Satisfaction-Cynthia Lucie

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7505																																																														
GENERAL Parcel Id: 36-19-30-539-0000-1140 Tax District: S1-SANFORD Owner: LUCIE CYNTHIA D Exemptions: 00-HOMESTEAD Address: 2433 S LAUREL AVE City,State,ZipCode: SANFORD FL 32771 Property Address: 2433 LAUREL AVE SANFORD 32771 Subdivision Name: FRANKLIN TERRACE Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$44,484 Depreciated EXFT Value: \$512 Land Value (Market): \$21,150 Land Value Ag: \$0 Just/Market Value: \$66,146 Assessed Value (SOH): \$48,546 Exempt Value: \$25,000 Taxable Value: \$23,546 Tax Estimator																																																												
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>10/1997</td> <td>03311</td> <td>0950</td> <td>\$59,600</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>09/1995</td> <td>02962</td> <td>0432</td> <td>\$3,100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>10/1986</td> <td>01788</td> <td>1697</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>12/1983</td> <td>01507</td> <td>0843</td> <td>\$35,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>09/1979</td> <td>01243</td> <td>1359</td> <td>\$29,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1971</td> <td>00870</td> <td>0687</td> <td>\$13,000</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	10/1997	03311	0950	\$59,600	Improved	QUIT CLAIM DEED	09/1995	02962	0432	\$3,100	Improved	QUIT CLAIM DEED	10/1986	01788	1697	\$100	Improved	WARRANTY DEED	12/1983	01507	0843	\$35,000	Improved	WARRANTY DEED	09/1979	01243	1359	\$29,000	Improved	WARRANTY DEED	01/1971	00870	0687	\$13,000	Improved	2004 VALUE SUMMARY Tax Value(without SOH): \$861 2004 Tax Bill Amount: \$464 Save Our Homes (SOH) Savings: \$397 2004 Taxable Value: \$22,641 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																		
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.
 *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

45
6.00

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 10th day of October, 1997 by and between Cynthia D. Lucke, single person hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land to the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.E.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
407.330.1700
CAROL BERRY, FL 32707

OFFICIAL RECORDS
BOOK
3311 0963
SEMINOLE CO. FL

MARYANNE HORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL
112422

RECORDED & VERIFIED
1997 OCT 14 PM 0:38

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be on one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.


Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

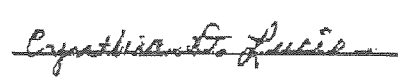
OFFICIAL RECORDS
BOOK
3311 0964
SEMINOLE CO. FL

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of ~~Three thousand, Five-hundred dollars and 00/100 (\$3,500.00)~~ to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.


 Print Name: RUSSELL KRIZZLE


 Print Name: Cynthia D. Lucie
 2433 Laurel Avenue
 Sanford, Florida 32771

Print Name: VIVIAN S. WHEELER

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Certified Copy

OFFICIAL RECORDS
 BOOK 3311 0965
 SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 114 AND THE NORTH 1/2 OF LOT 115, FRANKLIN TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 78, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS
BOOK
331 0967
SEMINOLE CO. FL.

This is not a certified copy

Seminole County Homeownership Assistance ProgramEXHIBIT "B"
SECOND MORTGAGE NOTE

COPY

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, of order, the manner hereinafter specified, the sum of Three-thousand, Five-hundred dollars & NO/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4320 S. US HWY 1
CASSELBERRY, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

OFFICIAL RECORD
BOOK
3311 0969
SEMINOLE CO. FL

COPY

2. RECORDS AND REPORT

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure of the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Mantjorls
MARY MANTJORLS

WITNESSES AS TO HOMEBUYER(S):

TORR D. PIERSON
Rosanne M. Moye
ROSANNE MOYE

Gary E. Kaiser
Gary E. Kaiser County Manager

Date: 10/1/97

HOMEBUYER

Cynthia D. Lucie
Cynthia D. Lucie

Date: 9-7-97

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

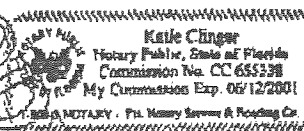
The foregoing instrument was acknowledged before me this 14th day of September 1997, by Cynthia D. Lucie, who is personally known to me or who has produced Identification as identification.

Katie Clinger

Print Name Katie Clinger

Notary Public in and for the County and State Aforementioned.

My Commission expires: 11/2/2001



The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
☒ Applicable (activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

OFFICIAL RECORDS
BOOK
331 0972
SEMINOLE CO. FL

**SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT**

Applicant(s): Cynthia D. Lucie
Property Address: 2433 Laurel Ave. S, Sanford, FL 32771

This Agreement is entered into this 7th day of September, 1997 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") Cynthia D. Lucie, a single person (hereinafter "HOMEBUYER").

WITNESSETH:

USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be their principal residence and that, at the time of application and approval, his/her annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: RESSELY HEINLE

Print Name: Cynthia D. Lucie
2433 Laurel Avenue
Sanford, Florida 32771

Print Name: VIVIAN S. WHEELER

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 10th day of October, 1997
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared CYNTHIA D. LUCIE, A SINGLE PERSON,
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVER'S LICENSE as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid



Russell Harris
 MY COMMISSION # 00817617 EXPIRES
 May 18, 2001
 BOWLING GREEN, OHIO

Name: **ROSEAL WINKLE**
Notary Public
Serial Number: **000617617**
Commission Expires: **05/16/2001**